1940

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OFFICE of the R.[illegible]

STATION Hendon.

File No. 1138

11/3/40

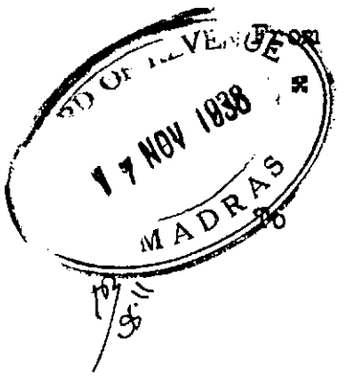
Dated 3 C 4 4

file

(SUBJECT.)

Licence. land (Skanawa) - Adipitk -
Pudalottukk - S No 97/2 C2 St Johns
Union, Tinyaka. Cld. building - Sanctu

Ref.C.No. 455-38-B3. South Kanara Collector's Office,
Mangalore, dated 14 - 11 - 1938.



From

Sri Rao Bahadur M.V.Vellodi, B.A.,
Collector of South Kanara.

The Secretary to the Board,
Land Revenue and Settlement,
M a d r a s.

Sir,

Alienation - Land and Revenue - Udipi Taluk - Mudabettu village - S.No. 97/2C2 - 1.98 acres - St. John's Union, Pangala - for the purpose of club building, garden and playground - proposal.

I enclose applications for the alienation of land (and revenue) in respect of S.No. 97/2C2 measuring 1.98 acres of Mudabettu village, Udipi Taluk. The plot stands registered as Assessed Waste. It is required by St. John's Union Pangala, which is a registered body for the purpose of club building, garden and playground. I have inspected the site. The Union is in real need of this plot. The members of the Union, comprising of all communities and working in harmony are enthusiastic and anxious to do village uplift work. I, therefo recommend that market value of land need not be collected in this case.

I enclose a copy of the proceedings of the 3rd meeting of the Managing Committee of St. John's Union, Pangala held on 6-11-38 agreeing to the conditions offered in my lette dated 2-11-38. An extract of the conditions agreed to is enclosed. The plot is devoid of tree growth or other improvem I enclose a copy of the sketch of the plot (in duplicate).

Honourable
1571

For Collector.

Application for the alienation of Land in which the propriet right belongs to the State.

District - South Kanara.

1. Description and area	..	S.No.97/2C2 measuring 1.9 acres in Mudabettu villag Udipi Taluk.
2. (a) Market value	..	Rs. 297/- at Rs. 150 an acr
3. Alienee and purpose of alienation.	..	St. John's Union, Pangala for the purpose of constructing a building for the Club, playground and garden.
4. Collector's remarks	..	Recommended.

South Kanara Collector's office,
Mangalore, dated 14 - 11 - 1938.

For Collector. 15/11

Application for the alienation of Land Revenue payable to Government.

(Standing Order No. 24, Paragraph 17).

District - South Kanara.

1. Description and area	..	S.No. 97/2C2 measuring 1.98 acres in Mudabettu village, Udipi Taluk.
2. (a) Annual assessment	..	Rs. 2-0-0
(b) Capitalised value (25 times assessment or ground-rent)	..	Rs.50-0-0
3. Alienees and purpose of alienation	..	St. John's Union, Bangala for the purpose of constructing a building for the Club, play ground and garden.
4. Collector's remarks	..	Recommended.

South Kanara Collector's office,
Mangalore, dated 14 - 11 - 1938.

D Ramanaik
15/11
For Collector.

St. John's Union, Pangala, South Kanara, dated 7th Novr.

Proceedings of the 3rd meeting of the Managing Committee of St. John's Union, Pangala held on the 6th November 1938.

Present:- Rev. Fr.B.S.Peres, K.Anantharama Bhat, Antony Nazareth, Alex D'Souza and Maurice D'Sa.

1. Read:-Dt. Collector's letter Ref.C.No.B3-455-38 dated 2nd Novr. 1938 and the conditions put by the District Collector, S.Kanara for alienating the plot S.No.97/2C2 Mudabettu village, Udipi Taluk in favour of the Union.

3.15 Resolved to abide by all the conditions 1 to 17 put by the District Collector for alienating the plot S.No.97/2C2 Mudabettu village, Udipi Taluk in favour of the Union.

(sd) (1) B.S.Peres, Patron; (2)K.Anantharama Bhat. Vice.President,
(3) Antony Nazareth (in Kanarese), Treasurer
(4) Maurice D'Sa, Secretary,
(5) Alex D'Souza, Assistant Secretary.

/True copy/

Office of the St.John's Union,
Post Pangala, S. Kanara, 7.11.38.

Sd/- Maurice D'Sa,
Secretary.

/True copy/

For Collector. 15/11

11.XI.38

Extract of conditions appended to Collector's Ref.C.No.B3. 455/38 dated 2.11.38 to the Secretary, St.John's Cosmopolitan Union, Pangala, Udipi Taluk.

1. The land comprised in S.No.97/2C2 of Mudabettu village, Udipi Taluk, measuring 1.98 acres shall be used for the purpose of a Cosmopolitan Union, garden and playground attached to the Union and for no other purpose.

10 cents shall be used for the Union building; 50 cents for the garden and the remaining 1.38 acres for the play-ground.

2. The Union building shall be constructed within one year and the Union garden and playground laid out within one year from the date of the grant.

3. No building shall be constructed on the land set apart for the playground and garden without the previous permission of the Collector of South Kanara.

4. The grantee shall maintain the building after its construction in accordance with paragraph 2 in good condition. Such repairs as the Collector may consider necessary from time to time shall be executed by the grantee within such time as the Collector may fix and to his satisfaction. In the event of default, the repairs shall be carried out by the Collector and the cost thereof recovered from the grantee.

5. The Union shall be open to members of all ~~classes~~ castes and communities including the Depressed Classes.

6. The Government may resume the land wholly or in part with any buildings thereon if the Union ceases to be a registered body. In the event of such resumption, no compensation shall be payable for any improvements that may have been effected, or other works that may have been executed in the land by the grantee. If there are buildings on the land the Government may direct the grantee to remove them.

7. The Government may resume the land wholly or in part, with any buildings thereon, if in the opinion of the Government, the land is required for a public purpose or for conducting mining operations.

8. In the event of resumption under condition 7. if there are buildings on the land, the government may at their option either

(a) purchase the buildings; or

(b) direct the grantee to remove the buildings.

9. In the event of the resumption of the land followed by the purchase of the buildings(of the land) under condition 8 or in the event of the acquisition of the land for any reason, the compensation payable for buildings or other improvements shall in no case exceed the initial cost or the value at the time of resumption or acquisition, whichever may be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. But in no circumstances shall any compensation be paid by the Government in respect of(~~the~~) buildings constructed in -- --- contravention of condition 3. The amount of any grant which may be made by Government towards the cost of any buildings shall be deducted from the compensation payable to the alienee.

10. In the event of the grantee refusing to remove the buildings when so directed under conditions 6 or 8, the Government may remove them and realise the cost of the removal by the sale of the materials.

11. In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or for works that may have been executed on the land by the grantee.

12. Full land revenue shall be levied if at any time any net income is derived from the land or if any of the conditions of alienation are infringed. In the latter case full land revenue shall be imposed from the date of infringement.

13. The market value of the land shall be collected if at any time it is found that the alienee derives a substantial income from it.

14. The Government reserve to themselves the right to all sandalwood trees and their branches and roots which exist at the

time of alienation as well as those which may grow subsequent on the land and the Government shall be at liberty to cut or dig out any such trees or their roots and branches and remove them from the land at their pleasure. The alienee shall not be entitled to cut or remove them or cause them to be cut or removed without the permission of the Collector of the District.

15. The alienee shall take all reasonable measures to the satisfaction of the Collector of the District for the protection of the sandalwood trees from theft or damage and for the careful protection of the immature trees growing on the land.

16. The alienee shall take steps to see that the marks made by the officers of the Government on the sandalwood trees are preserved and are not tampered with.

17. In the event of the infringement of, or failure to observe any of the conditions (1) to (16) the alienee shall pay to the Government such compensation as is determined by the Collector of the District for any loss or damage caused by such infringement or failure on his part. The Government shall also be at liberty to resume the land and re-enter on it and the whole land shall thereupon vest absolutely in the Government. In that case the alienee shall not be entitled to any compensation whatever.

Sd/- M.V.Vellodi,
2-11-38,
Collector.

/True copy/

For Collector.

15-11-38

DR 26.11

Mr F.W.S.

Alienation - land and Revenue (S. Kanara) - Mudabettu village - S. No. 2C2 - St John's Union Pangala - Club building etc.

DR 8/12

pp1-2ef E 7004-38 9

Ref E 7004-38-1 D 25-11-38

The Collr. is requested to report whether the Union collects any fees for membership and if so why he recommends the alienation of land revenue.

2. He is requested to submit a copy of the rules of the union & ~~report~~ furnish particulars of the village uplift work which the Union proposes to do. & to justify in detail his recommendation that the market value of the land need not be collected. He should also report whether the union has the necessary funds to construct the building & for carrying on its work

3. The Collr. is also requested

9 DEC 1938

To Collr of S. Kanara

to resubmit the photographs
showing therein the description of the
surrounding ~~roads~~ roads with the
details.

Q
23/11

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23/1/88

Ref.C.No.455-38-B3. South Kanara Collector's Office,

Camp Brahmavar dated 14 - 1 - 1939.

From

Sri Diwan Bahadur M.V.Vellodi, B.A.,

Collector of South Kanara.

The Secretary to the Board.

Land Revenue and Settlement,

M a d r a s.

Sir,

Alienation - land & Revenue - South Kanara District - Udipi Taluk - Mudabettu village - S.No. 97/2C2 - St. John's Union Pangala -Club building etc. - proposal.

Ref: Board's Ref.E. No. 7004-38-1 dated 25-11-38.

The St. John's Union Pangala now consists of 54 members each paying a subscription of Rupee one a year. I enclose a copy of resolution dated 9-1-39 of the Union agreeing to pay annual land revenue assessment of the plot. An extract of the condition agreed to is enclosed. In these circumstances alienation of land revenue need not be sanctioned.

I also enclose a copy of the rules of the Union and the memorandum of Association embodying the objects of the Union. The members comprising of all communities and working in harmony are extremely enthusiatic and anxious to do village uplift work in Mudabettu village and in the vicinity. Enquiry shows that the Union is unable to pay market value for the plot. The members are all poor and are unable therefore to raise funds to buy the land. The Union has necessary funds for constructing the building and for carrying on its work.

I enclose a revised sketch of the plot(in duplicate) with the description of all the surrounding fields and other topo details noted therein. I recommend the alienation of land.

U.S.16-1.

For Collector.

Proceedings of the 4th meeting of the Managing Committee of St. John's Union Pangala held on the 9th January 1939.

Present: Rev. Fr. B.S. Peris, K. Anantharama Bhat, Antony Nazareth, Alix D'Souza and Maurice D'Sa.

1. Read Dt. Collector's letter Ref.C.No.455/38-B3 dated 5th January 1939 imposing the condition of Land Revenue assessment revisable at Resettlements on alienation of land S.No. 97/2C2 of Mudabettu village, Udipi Taluk in favour of the Union.

Resolved to abide by the said condition imposed by the Collector.

Sd/-(1) B.S.Peris, (2) K.Anantharama Bhat, (3) Antony Nazareth, (4) Alix D'Souza, (5)Maurice D'Sa.

(True copy)

Office of the St. John's Union Pangala, South Kanara.) Sd/- Maurice D'Sa, Secretary.

(True copy)

For Collector

17.1.39

Extract of condition communicated to the Secretary, St. John's Union Pangala, Udipi Taluk in Collector's Ref.C.No. 455-38-B3 dated 3-1-1939.

"he alienation shall be subject to payment of land revenue assessment revisable at resettlements.

(True Extract)

For Collector.

17.1.39.

Rules and Regulations of St. John's Union, Pangala, South Kanara. .(Established - 11th August 1935).

*****

1. Name: St. John's Union, Pangala, South Kanara.

2. Registered office: The registered office of the Union will situate in Mudabettu, Udipi Taluk, South Kanara District.

3. Membership: (a) Every adult of 18 irrespective of cast and creed is qualified to be a member of the Union, Admissions are restricted to men only.

(b) Each member shall pay four annas as entrance fee and one rupee as annual subscription. The year will be reckoned from July 1 to June 30. The members may join at any time of the year. But then their subscription will cease on the 30th June. The membership will be renewed only when the member pays his subscription by the 31st July every year. Else the membership will cease. But he is eligible to be a member if he pays the subscription along with the entrance fee. Donors of amounts exceeding one rupee are exempted from entrance fee for the year only. The Patron of the Union is exempted from subscription and ------ entrance fee.

4. Management: The Union shall be managed by the following Managing Committee members:-

(a) Patron,
(b) President,
(c) Vice President,
(d) Treasurer,
(e) Secretary,
(f) Assistant Secretary.

(a) Patron: The Vicar of St. John's Church, Pangala shall be the Patron of the Union. He is empowered to supervise the various activities of the Union and his decision shall be final in all matters relating to the affairs of the Union.

(b) President: All the powers of the Union shall be with the President. He is empowered to enroll or dismiss ------ members in consultation with the ------ Managing Committee.

(c) Vice President: The Vice President is empowered to exercise all the powers and functions of the President in his absence.

(d) Treasurer: All the finances of the Union together with the responsibilities thereof shall be in the hands of the Treasurer.

(e) Secretary: The Secretary shall be responsible for the correspondence, documents and records of the Union as well as the collections relating to the Union.

(f) Assistant Secretary: He shall discharge the duties of the Secretary in his absence.

The Managing Committee shall be appointed by the General Body which shall meet by the end of July every year.

The General Body shall amend or modify any of the rules of the Union and elect the Managing Committee every year. It shall meet at least once a year.

e Copy)

Sd/- Maurice D'Sa,

Secretary.

Correct.

Sd/- J.L.D'Souza,
Mamlatdar,
17.12.1938.

ue Copy)

for Collector.

Memorandum of Association.

St. John's Union, Pangala, South Kanara.

1. Name:- The name of the Association is St. John's Union, Pangala, South Kanara.

2. Objects:- (a) To foster brotherly love among the youths of Pangala and its suburbs.

(b) To develop the intellectual, moral and physical culture of the youngsters.

(c) To encourage a genuine taste for reading with a view to effect progressive social intercourse.

(d) To work for the uplift of the neighbouring villages chiefly by the following means:-

(1) Disseminating scientific methods of agriculture; (2) effecting plantation of jasmine and other allied flowers on sound lines; (3) supplying the villagers with Government seeds; (4) encouraging cottage industries, such as, dairy farm and poultry; (5) bringing about the inter-communal ----- harmony and co-operation.

3. Names and addresses of the Managing Committee:

(1) Patron: Rev. Fr. B.S.Peres, Vicar, St. John's church, Pangala Post.

(2) President: J.L. Martin, Landlord, Mudabettu Pangala, South Kanara.

(3) Vice President: M. Sheena Shetty, Headmaster, St. John's Boys' School, Mudabettu, Pangala Post.

(4) Treasurer: Anselm D'Souza, Teacher, St. John's Boys' School, Pangala Post.

(5) Secretary: M. D'Sa, Teacher, St. John's School, Pangala Post.

(6) Assistant Secretary: Alex D'Souza, Cloth Merchant, Pangala Post.

We the several persons whose names and addresses are hereunder mentioned are desirous of being formed into an Association in pursuance of this memorandum of Association.

(sd/-) (1) Rev. Fr. B.S. Peres, Vicar, St. John's, Pangala Post.

(2) M. Sheena Shetty, Headmaster, St. John's School, Pangala Post.

(3) Maurice D'Sa, Teacher, St. John's School, Pangala Post.

(4) Anselm D'Souza, Teacher, St. John's School, Pangala Post.

(5) Alex D'Souza, Cloth Merchant, Post Pangala.

(6) K. Anantharama Bhat, S/o Ranganna Bhat, Pangala Post.

(Sd/-) (7) K. Annaya Shetty. Teacher. St. John's School, Pangala Post.

(8) Augustin Castelino, Merchant, Mudabettu, Pangala Post.

(9) J. M. Rodrigues. Post master. Pangala. South Kanara.

Witnesses to the signature:-

(Sd/-) (1) Thomas D'Sa, son of Alex D'Sa, Kurkal, Pangala Post, South Kanara.

(2) Leo Quadros son of Francis Quadros, Kurkal, Pangala Post. South Kanara.

St. John's Union, Pangala; Sd/- Maurice D'Sa,

Dated 16th July 1938. Secretary.

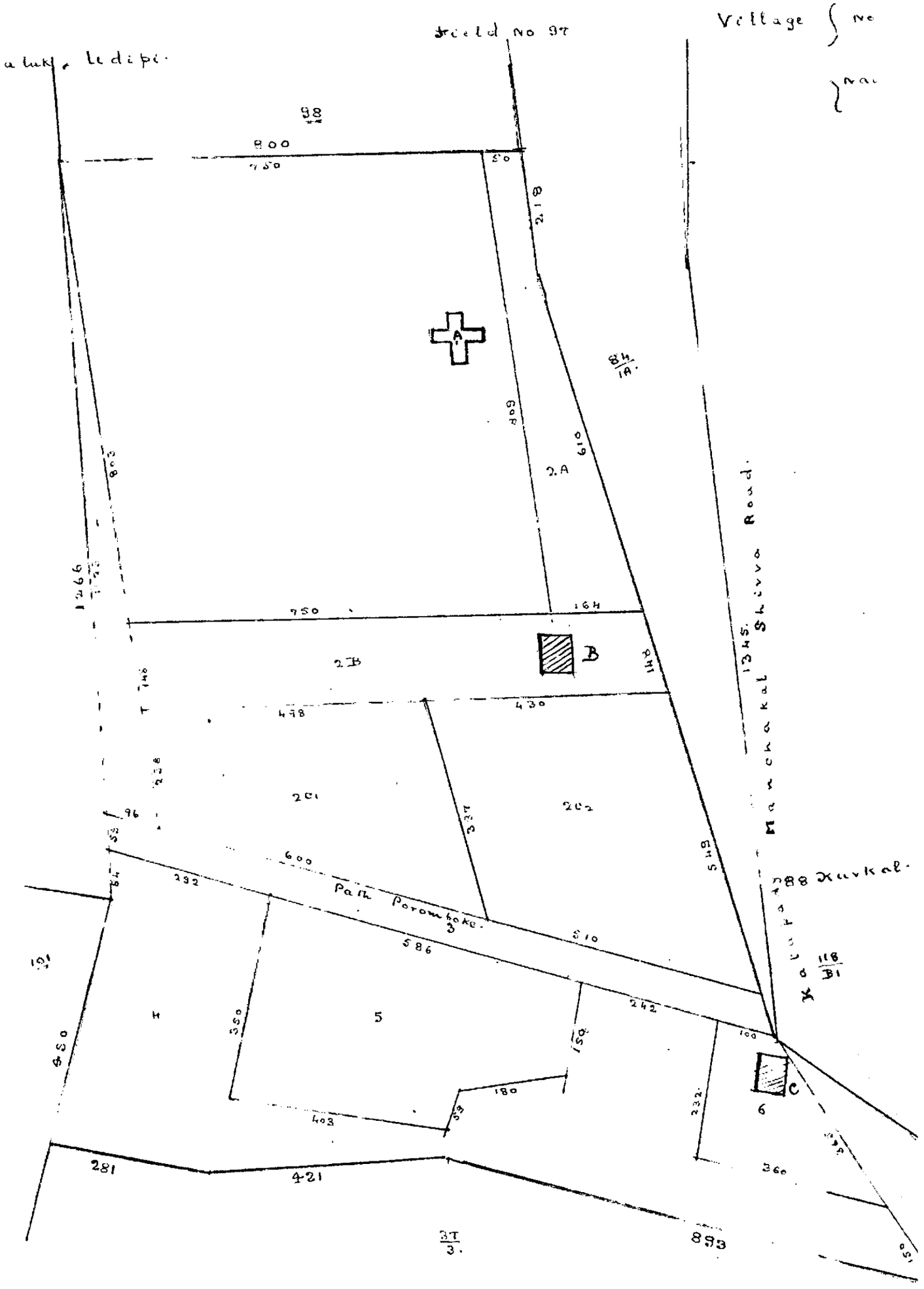
(True Copy)

Compared.

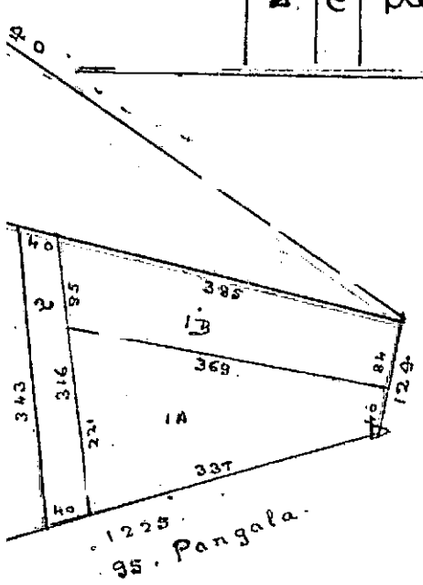
Sd/- J.L.D'Souza,
Tahsildar,
17.12.1938.

(True Copy)

'or Collector.


Field No 97
Village
98
800
750
50
218
A
84/1A.
809
610
2A
808
1266
750
164
2B
B
148
T 148
498
430
201
202
228
96
92
327
548
600
292
Pan Poromboke.
3
586
510
191
H
5
6
C
450
350
150
180
403
242
100
232
281
421
360
893
37/3.
Kavalakal Shivva Road.
288 Kavkal.
118/B1

S.No. of Sub-division No.		Mesam	Patta No. & Name of the Pattadar		Remarks.
85		Poramboke			Road.
84	1A				Road.
97	1		49	Seethanama Ballala	
	2A		170	Parish Union	
	2B			Plot alienated to the Catholic School.	
	2C1			Plot reserved to the depressed classes.	
	2C2			Plot proposed to be alienated to St. John's Union Pangala	
	3	Porambok			Path
	4	New	49	Seethanama Ballala	
	5		14	Pedro Castelinco	
	6		128	Gyptain Castelinco	
	7		217	Vicar of the Church	
98				Depressed Classes Colony	
37	2		49	Seethanama Ballala.	
	1B				Assessed waste.
	1A		132	Gutain Souza Bai	
	3		49	Seethanama Ballala	
101			49	— do —	
36			49	— do —	
		88. Kurkal			
118	B1	Porambok			Road.
✠	A	Pangal Catholic Church.			
■	B	Pangal Catholic School.			
■	C	Present St. John's Union Club Building			



I. Sayed Mahamed.
22.12.38
Rev. Inspector, Kaup.

Alienation- Land- Revenue- ~~Buttolli~~

(South Kanara) - Udupi Taluk

Mudabettu ~~Town~~ Village - S.No. 97- 2c2 - St. John's

Union Pangala - Club building playground-Site

Recommended
~~sanctioned~~

DESPATCHED

9-FEB 1939

Rev-Sep E 7004-38

ekb 9/2/39

ekb 8/2/39

Reference ~~Resolution~~ E 7004-38.2 dt 2-38

At the instance of the Collector of South Kanara the Board ~~sanctions~~ recommends the alienation of the plot of land comprised in S. No. 97-2c2 of Mudabettu Village Udupi taluk measuring Ac. 1.98 in favour of the St John's union Pangala for ~~use as the site~~ the purpose of constructing a building for the club, playground and garden, as follows:

a. c.
club building - 0.10
Playground - 0.50
Garden - 1.38 | p134

2. The plot stands registered in the accounts as "Assessed Waste" The Collr. has inspected the site and considers that the union is in real need of this plot. ~~The members of the~~ The union is a registered body and its ~~the~~ members ~~of the union~~ ~~who~~ comprise all communities ~~and~~ They work in harmony and are ~~reported to be~~ enthusiastic and anxious to do village uplift work. The plot is devoid of tree ~~growth~~ growth or other improvements.

3. The union now consists of 52 members, each paying a subscription of Rupee one a year, ~~the Board~~ ~~therefore, that~~ ~~the union has applied for it.~~ ~~the members are stated to be~~ ~~poor~~ and ~~therefore~~ have only sufficient money for constructing the building and for carrying out its work. The Collr. is

recommends ~~and the Board accepts~~ that the market value of the land must be collected and that the assessment alone may be changed. The Board accepts the Coll's recommendation. The Comm has agreed to keep the assessment.

4. The alienation will be free of charge for the occupancy right ~~and free of assessment ground rent~~ but subject to assessment which will be liable to revision ~~and subject to the payment of Rs. being the value of the trees standing on the land~~ and subject also to the following conditions to which the alienee has agreed:-

(1) The land shall be used as the site of a cosmopolitan ? Building, garden and playground as noted (X) hereon and for no other purpose.

(X) Union building 0.10 a.c.
garden 0.50
Playground 1.38
1.98

(2) The building shall be constructed and the garden and playground laid out within one year from the date of the grant.

(3) No other building shall be constructed on the land set apart for the Union House and no building shall be constructed on the land set apart for the garden & playground without the previous permission of the Collector of the district,

(4) The Union shall be open to members of all castes and communities including the scheduled classes

(5) The grantee shall maintain the building after its construction in good condition. Such repairs as the Corn. of the St. may consider necy. from time to time shall be executed by the grantee within such time as the Corn. may fix and to his satisfaction. In the event of default, the repairs shall be carried out by the Corn. and the cost thereof recovered from the grantee

(৬) The Government may resume the land wholly or in part with any buildings thereon, in the event of the infringement of any of the conditions of the grant. In the event of such resumption no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land ~~of~~ the grantee (~~and the grantee shall not be entitled to the repayment of any amount that may have been paid to the Government for the grant~~). If there are buildings on the land, the Government may direct the grantee to remove them.

(৭) The Government may resume the land wholly or in part with any buildings thereon if in the opinion of the Government the land is required for a public purpose, or for conducting mining operations. (~~In the event of such resumption~~ or in the event of the acquisition of the land for any reasons, the compensation apayable for the land and trees shall in no case exceed the amount paid for them by the grantee or their value at the time of resumption or acquisition whichever may ~~be less,~~

(৮) In the event of resumption under condition (৭) if there are buildings on the land the Government may at their option either,

(a) purchase the buildings, or
(b) direct the grantee to remove the buildings.

(৯) In the event of the resumption of the land followed by the purchase of the buildings under condition (৮) or in the event of the acquisition of the land for any reason the compensation payable for buildings or other improvements shall in no case exceed (~~the amount paid for them by the grantee at the time of alienation or their value at the time of resumption or acquisition, whichever may be less, together with~~) the

initial cost or the value at the time of resumption or acquisition, which ever may be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. But in no circumstances shall any compensation be paid by the Government in respect of buildings constructed in contravention of condition (3).

(10) In the event of the grantee refusing to remove the buildings when so directed under condition (5) or (8) the Government may remove them and realise the cost of removal by the sale of the materials.

(11) In the event of the voluntary relinquishment of the land by the grantee no compensation shall be payable for any improvements that may have been effected or for works that may have been executed on the land by the grantee ~~and the grantee shall not be entitled to the repayment of any amount that may have been paid to the Government for the grant.~~

To the Secretary to Government,
Revenue Department, with alienation statements
(pages to be copied & sent) & sketche
(pages in original).

To the Collector of:

(12) The Government reserve to themselves the right to all sandalwood trees and their branches and roots which exist at the time of alienation as well as those which may grow subsequently on the land and the Government shall be at liberty to cut or dig out any such trees or their roots and branches and remove them from the land and dispose of them at their pleasure. The alienee shall not be entitled to cut or remove them or cause them to be cut or removed without the permission of the Collector of the district.

(13) The alienee shall take all reasonable measures to the satisfaction of the Collector of the district for the protection of the sandalwood trees from theft or damage and for the careful protection of the saleable ~~xxx~~ trees growing on the land.

(14) The alienee shall take steps to see that the marks made by the officers of the Government on the sandalwood trees are preserved and are not [illegible] and

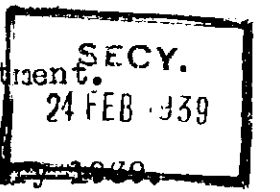
(15) In the event of the infringement of, or failure to observe, any of the conditions (12) to (14) the alienee shall pay to the Government such compensation as is determined by the Collector of the district for any loss or damage caused by such [illegible] or failure on his part. The Government shall [illegible] at liberty to resume the land and re-enter on it and the same shall thereupon vest absolutely in the Government. In that case the alinee shall not be entitled to any compensation whatever.

[illegible] to Surveyor Dept
[illegible] in watts (H3-5 to be equivalent) (Project)
[illegible] to [illegible] retd

W
7239

E 1157

Revenue Department.



Memorandum No. 771 F/39-1 dated 21st February 1939.

Alienation - Land - (South Kanara) - Udipi Taluk - Mudabettu village - S.No.97-2-C-2 - St. John's Union, Panjala - Club building etc. - From the Board of Revenue, Refce.E.No. 7004/38-2 dated 7.2.39.

The attention of the Board of Revenue is invited to paragraph 3 of G.O. No. 2051 Revenue dated 18th September 1936. The Board is requested to state why the land in question should not be granted to the St. John's Union Club on lease or licence as the case may be.

T.M.S.Mani,
Under Secretary to Govt.

To the Board of Revenue.

Forwarded.
(By order)

Superintendent.

A.K.

F.W.S.

Alienation - Land - (S Kamara
Udipi taluk - Mudabettu village -
S.No. 97-2c2 - St Johns Union,
Panjala - Club Building.

E-7004-38. Q Page 1 Ct

DESPATCH
11 MAR 1939

Refee E 7004-38-3 d 10-3-39
the attention of the
addr. is invited to para 3 of
G.O. 2051 Rev d 18-8-38 & Commu
with B.P. 132 Press dated 30-9-3
the addr. is requested to state why
land in question should not be
granted to the St. John's Union
Club on lease or licence as the
case may be

The addr. of S Kamara.

81716 7004/38

C.No.455/38/B3. South Kanara Collector's Office,

Mangalore, 18th March 1939.

From

Khan Bahadur Sharif Ahmad Ali Sahib Bahadur,

Collector of South Kanara.

To

The Secretary to the Board,

Land Revenue & Settlement,

Madras.

Sir,

Alienation - Land and Land Revenue - South Kanara District - Udipi Taluk - Mudabettu village - S.No.97/2C2 - St. John's Union, Pangala - Club building etc. proposals - further report - submitted.

******

Reference: B.7004-38/B3 dated 10.3.1939.

******

No doubt B.P.132 Press, dated 30.9.1936 lays down that lands granted to clubs should be leased out or licensed in accordance with B.S.O.24-A. But it is seen from paragraph 2 of the G.O. that it refers to ordinary social clubs which usually provide its few members with reading matter and recreative games.

2. In the present case from the aims and objects of the St. John's club I find that it is intended for social and economic uplift work and it may therefore be taken to serve public purpose which is the basic element in alienations. A copy of the rules and memo of the Association already submitted with my Lr. No.455/39, dated 14.1.1939 may kindly be perused in this connection.

For Collector.

20-3-39

A.D'S.16/3.

4 1 . 43 47

C.F.16.

DRAFT FOR APPROVAL.

	Date.	Initials.
When received for fair copying ..		
When copied ..	2/6	
When examined..	5/6	
When signed ..	5/6/40	
When despatched.		

FWS.

SUBJECT:— Alienation - Land - Rev. (S Kanara) Mudipi taluk - Mudabettu village - S.V.S. 97/2C2 - St. Johns Union Pangala - construction of club building, garden and playground.

JUN 1940

READ AGAIN _____, dated _____ 19____.

" " _____ " _____ 19____.

READ *ALSO*:—

1 e.g. No. E 1157 From the Govt. Rev. Memo. No. 771-F-39-1 d 21-2-39] 8

2 45 " E 7004/38 " Collr. of South Kanara " Ref. C. 455-38 B3 D. 18-3-39] 8

" _____ " _____ " _____ " _____ 19____.

Order / Resolution Ms. / Rout. No. Ref E 7004-38-4 d 1-6-39 19____.

With reference to the Govt. Memo. cited above, the Board submits a copy of the Collector's report in the matter

2) The objects of the Assn. are no doubt ambitious, but it is reported that it is a poor body unable to pay the market value of the land. The rate of subscription is nominal - Re. 1 a year. The Board therefore, considers that the ~~body~~ Union should ~~may~~ be treated as an ordinary social club as it has the money for construction a building, a lease of the land for five ~~or six~~ years is suitable.

The Bd does not agree with the Collr's views.

If this is agt the Coll will be
~~The Board is therefore requesting the~~
asked
~~Collector~~ to obtain the consent of the
Union and to submit a draft lease
deed with suitable conditions. ~~A report~~
will be submitted to the Board on receipt
of the draft lease deed from the Coll.

2. The Board considers that
the lease of the land required by
the union, for five or six years
will be more suitable in the case
rather than alienation. The Coll.
is therefore requested to obtain the
consent of the Union and submit a
draft lease deed with suitable

OF THE BOARD OF REVENUE
22 JUN 1939
MADRAS

GOVERNMENT OF MADRAS

E3618
SECY.
22 JUN 1939

Revenue Department

Memorandum No.771 E/39-3, dated the 19th June, 1939.

Lease - Land - (South Kanara) - Udipi Taluk - Thudubettu village - S.No.97-2-0-2 - St.John's Union, Pangala - Club building etc. - from the Board of Revenue, Ref.No.B.7004/38-6, dated 1st June, 1939.

H67.484

The Board's view that the St.John's Union should be treated as an ordinary social club and that a lease of the land in question for five years is suitable is accepted. The Board is requested to submit a draft lease deed with suitable conditions after obtaining the consent of the Union to the conditions.

T.I.S.Mani,
Under Secretary to Government.

To the Board of Revenue.

Forwarded
(By Order)

V. Ramiah

Superintendent.

F W S.

Lease-land- South Kanara

Udupi taluk- Mudushettar village-

S.no. 97/2-e-2 St Johns Mission Pangala

Club Building etc

E 1716. 39 [Collr of S Kanara- C-455-38 B3
B3 & Reg E 7004/38-4 & 1.6.38 18.3.38] B A
E 3618 [Govt Rao Memo. 77 [F 29-3 & 19.6.39]

Reg E 7004.38-6 A) 6.7.39

Communicated to the

Collr. of S. Kanara

2. The Collr. is requested to submit a draft lease deed with suitable conditions, for leasing the land to the St Johns Mission, Pangala, for five ~~five~~ years, after obtaining the consent of the Mission to the conditions.

By 3738 37 39

4/5739

53 4

E5612

Ref.455-38-B.3. South Kanara Collector's Office,
Mangalore, dated 13th Septr.1939.

From

Sri Rao Bahadur C. P. Karunakara Menon,
Collector of South Kanara.

To

The Secretary to the Board of Revenue,
Land Revenue and Settlement,
M e d r a s.

Sir,

L e a s e--Land--Udipi Taluk--Mudabettu village--S.No.97/2C2--St. John's Union, Pangala-Club building etc.-
Reference:- Board's Ref.E.7004-38-6, dated 6-7-1939.

*****

As ordered in the B.P. cited above, the St. John's Union, Pangala was asked to give its formal consent to a draft lease deed, a copy of which is enclosed. An annual rental of Rs. 6/- per acre as indicated in B.P. No.132 Press, dated 30-9-36 was proposed for the land, but the Union is not willing to take up the land on that rental. The Secretary of the Union has given a statement (copy enclosed) to say that the Union is not willing to take up the land on lease at any rate higher than the adangal rate of assessment of Re.1/- per acre. The rent of Rs. 6/- per acre proposed is fair and reasonable and there are no grounds to reduce it to the adangal rate of assessment of Re.1/- per acre.

2. In the circumstances I recommend that the proposal to lease out the land to the St. John's Union, Pangala, may be dropped.

For Collector.

13.9.39

This INDENTURE made this -
between His Excellency the Governor of Madras herein after called the Lessor and the Secretary for the time being of the St. John's Union, Pangala, representing all the members of the said Club and who may hereafter become members of the Club aforesaid the terms whereof are as follows :--

That Whereas the St.John's Union is desirous of keeping a play ground on that piece of land in S.No.97/2C2 of Mudabettu village measuring 1.98 acres and described in the schedule annexed hereto and for that purpose approached the Collector of South Kanara for permission to use that land for that purpose namely maintaining a playground and no other.

And Whereas the Collector of South Kanara was pleased to grant the permission on terms hereunder stated:--

And Whereas the Club having accepted the terms held special meetings and authorized the Secretary Maurice D'Sa to execute the necessary lease.

NOW THIS INDENTURE WITNESSETH

1. That the Club shall pay annually to Government on or before the 10th of February Rs. clear of cess and all other deductions every year, the first of such payments having been made on .....

2. The Club shall use the land only for the purpose of maintaining a play-ground and shall not erect any structure or building thereon.

3. The Club shall surrender the plot to Government whenever the Collector desires to resume possession thereof and the Club shall raise no protest whatsoever under any circumstances.

4. The Collector shall be entitled to cancel permission granted hereby and resume possession of the land at a month's notice to the Secretary for the time being of the Club.

5. In the event of resumption of land by the Collector the Club shall not be entitled to claim any improvements of any nature from the Government.

6. The Club hereby undertakes that it will not permit any political meetings or demonstrations to be held on this land.

I perused the above conditions and on behalf of the Union I submit that I am willing to abide by the above conditions if the authorities are pleased to grant the land on lease at the adangal rate of rupees one per acre.

Sd.. Maurice D'Sa.
Secretary.

Dated 16th August 1939.

(True copy)

For Colle....

57 55

Statement of Mr. Maurice D'Sa, Secretary of the St.John's Union, Pangala for himself and on behalf of the members of the Union recorded by the Tahsildar of Udipi on 16-8-39.

With reference to Collector's endorsement dated 12-7-39 regarding the leasing out of S.No. 97/2C2 of Mudabettu village to the above Union for the purpose of a playground, I beg to state that I, on behalf of the Union, consent to take up the land on a lease for a period of 5 years for the purpose of a play ground and subject to the conditions specifie in the draft annexed provided that the lease is granted at the adangal rate of Re.1-0-0 per acre. If the Collector is not pleased to grant the land at the above rate, I, on behalf of th Union, decline to accept the proposal to lease out the land at a higher rate of assessment nor do I consent to take up the land on lease at Rs. 6/- per acre as now proposed by the Tahsildar.

Read the above statement and found correct.

Sd/- Maurice D'Sa,
Secretary.
16-8-39.

Read over to the deponent and admitted to be correct.

Sd/- U. Janardhana,
Tahsildar.

(True copy)

Narayan Rao
For Collector.

13.9.39

. 55 7.W.S

Licence. land. (S.Kanara) - Udipi Tk
Hudabettu Vge - S No. 97/2C2 -
St. Johns Union, Pangala - Proposa
called for.

E. 5612. from the Collr of S.Kanara.
Ref 455/38 B3 d/ 13.9.38 —a

Ref B. 4667/38-1. dt 17.10.38.

In his letter cited above, the Collr recommends that the proposal to lease ~~out the land~~, in S. No. 97/2C2 of Hudabettu Vge, Udipi Tk to the St. Johns Union may be dropped since the Union is not willing to take the land on a rental of Rs 1/- per acre per annum. ~~at the rent of Rs 1/- per acre~~.

The Bd has ~~reconsidered~~ re-examined the question further and it considers that ~~in the opinion that~~ the land may be given to the Union on licence ~~a licence is suitable for the purpose of the Union~~. The Collr is ~~requested~~ requested to ascertain and report whether the authorities of the Union are willing to take the land on a licence at Re 1/- per annum. per acre and subject to the conditions specified in Addx xxx-1

17/10

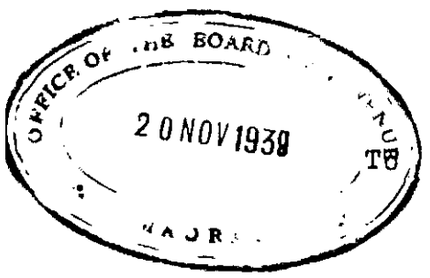
B.S. & Volt.. He is also requested to ascertain and report the ~~probable~~ amount which the Union ~~Govt~~ to spend for the construction of a building

B5637

Ref.B3-455-38. South Kanara Collector's Office,

Mangalore, dated 16 - 11 - 1939.

From



A. C. Woodhouse, Esquire, C.I.E.,

Collector of South Kanara.

The Secretary to the Board,

Land Revenue and Settlement,

M a d r a s.

Sir,

Lease - Land - Udipi Taluk - Mudabettu village - S.No. 97-2C2 - St. John's Union, Pangala -Club building etc.

hp 39-60 Ref: Board's Ref. B. 4667-39-1 dated 17-10-39.

The Secretary of the St. John's Union, Pangala is willing to take the land on a licence at Rupee (1/-) one per annum per acre and subject to the conditions specified in Appendix XXX-A of B.S.O. Volume I. The amount that is likely to be spent by the Union for the construction of the building is stated to be Rs. 500/-.

For Collector.

17.11.39

DRAFT FOR APPROVAL. G.W.S

	Date.	Initials.
Whe received for fai copying ..	8/12	8/12
When opied ..	7/12	GM
When examined..	8.12	HM/A.
When signed ..		
When despatched.		

DESPATCHED
8 DEC 1938

SUBJECT:— licence. land (S.kanara)- Udipi Tk. Mudabettu Vge - S.No.97/2c2 - St John Union, Pangala - Club building etc.

READ AGAIN _____, dated _____ 19__

" " _____ " _____ 19__

READ *ALSO*:—

No. E 3618/38 From the Govt. R.D. Memo, No. 771 F/38-3 dated 19.6.19 38 Q

" B.5637/38 " Coll of S.kanara C/FB 3 " 455-/38 " 16.11.19 38 Q

" _____ " _____ " _____ " _____ 19__

~~Order~~ ~~Ms.~~ ~~solution~~ ~~Rout.~~ No. B.4667/20, dated 6.12. 19 38

Ans
7/12 fpl 3 Cs

— With refce to the Govt memo cited above, the Coll has submitted proposals for the lease of S.No.97/2 of Mudabettu Vge, Udipi Tk to St John's Union, Pangala on a rental of Rs 6/- per acre per annum. As the income of the Union is very poor, the Secy expressed his inability to take the land on a lease at the proposed rate.

— 2/ According to G.O No. 201 Rev dy 18.9.36, the land should be leased out on suitable terms in all cases in which substantial outlay on buildings is intended at the disposal of the

and a part charge by way of rent should be levied on clubs which can afford to meet such capital expenditure. Otherwise it should be granted under a licence.

3/ In the present case the Collr has ~~xxxxx~~ reported that the Union intends to spend a small amount of Rs 500/- on buildings. The Bd has examined the question ~~further~~ and it considers that the land may be given on licence to the Union subject to the payment of an annual licence fee of Re 1/- per acre which is the rate of assessment ~~adopted rate of assessment of Re 1/-~~ on the land ~~because~~ and subject to the conditions specified in the Appendix ~~XXX~~-A of B.S. & Vol I. The Collr has also reported that the Union is willing to take the land on licence. The Bd therefore proposes to issue a licence to the Union under B.S. & No. 24A and it solicits the approval of the Govt ~~after necessary relaxation of the rules~~ in the matter.

N 9/11
Ry 9/11

30/5/XII/39

p61 Cr

p263 of BG No. 68

p61 CF

p105 of BG No. 68 C.S. 1611/37

To The Secy to the Govt R.D.

BOARD OF REVENUE
8-JAN 1940
MADRAS

Revenue Department.

8- 1940

MEMORANDUM No.6722-F/39-2, dated 3rd January 1940.

Read: To the Board of Revenue, Memo. No.771-F/39-3, dated, 19th June 1939.
From the -do- Refce. B.4667/39-2, dated 6th December 1939.

The proposal of the Board of Revenue submitted with its Reference read above to grant the land in S.No.97/2 C2, measuring 1.98 acres in Mudabettu village, Udipi Taluk, South Kanara District, on a licence to St. John's Union, Pangalam, subject to the payment of an annual licence fee of Re.1/- per acre and subject to the conditions specified in Appendix XXX-A to Board's Standing Order 24-A, is approved.

B.G. HOLDSWORTH,
Secretary to Government.

To the Board of Revenue.

FORWARDED.
(By Order).

Superintendent.

v.s.v.

G.F. 16.

DRAFT FOR APPROVAL. S.U.R

	Date.	Initials.
When received for fair copying ..	29.1	
When copied ..	29/1	
When examined..		
When signed ..		
When despatched		

DESPATCHED
30 JAN 1940

SUBJECT:— Licence - land (S. Kanara) - Udipi Tk - Kuda Kotteshwara - S. No. 97/2c2 - St John's Union, Pangala - Club building etc - Proposals called for.

READ AGAIN _____, dated _____ 19____

" " _____ " _____ 19____

READ *ALSO*:—

b61cf No. 5637 From the Coll of S. Kanara B No. 4557/38, dated 16.11. 19 38 — Q

" 168 " Govt R.D Memo " 6722 F/39-2 " 5.1. 19 40 — A

" _____ " _____ " _____ " _____ 19____

Order / ~~Ms. Rout.~~ Resolution No. B 46671/39-3, dated 24-1- 19 40.

Communicated to the Collr of S. Kanara

2/ The Collr is requested to submit proposals for the issue of a licence to the Union on licence after obtaining consent to the licence fee of Rs/ per annum and to the conditions in ~~B.S.O~~ ~~xxx-A~~ of B.S.O No 24-A

To the Coll of S. Kanara.

18.1.40.

19/1

B2 1438

Ref. B3. 455-38.

South Kanara Collector's Office,
Mangalore, dated 19.3.1940.

M. V. Subrahmanyam, Esq., M.A., I.C.S.,
Collector of South Kanara.

The Secretary,
Board of Revenue,
Land Revenue & Irrigation,
M a d r a s.

Sir,

Lease - Land - Udipi Taluk - Mudabettu village - S.No.97/2C2 - St. John's Union, Pungala Club building etc.- Draft licence - Submitted -

---

Ref:- Board's Ref. B.4667-39 dated 24.1.40.

*****

B 67-69 C

I submit herewith a draft licence signed by the Secretary of the St. John's Union, Pungala, together with a sketch of the place of the building proposed to be constructed on the plot for favour of approval and sanction. The consent statement obtained from the Secretary of the Union agreeing to abide by all the conditions of the licence is enclosed. The licence fee of Rs.2/- and cess Re.0-4-0 has been paid by the Secretary and the amount has been credited into the Udipi Sub Treasury as per chalan No.535 dated 8.3.40.

For Collector.

20.3.40

Licence for the use of state land for recreation purposes.

I, M.V.Subrahmanyam, Esq. M.A. I.C.S, ------ the Collector of South Kanara District (hereinafter referred to as the Collector) hereby license and authorize the St. John's Union Pangala,Udipi Taluk for the time being (hereinafter referred to as the licensee) to use at all times during the continuance of this licence all that piece and parcel of land situated in Mudabettu village, Udipi Taluk South Kanara District and belonging to the Government of Madras and more particularly described in the schedule hereto and shown in the plan attached for the purpose of the St. John's Union Club,Pangala subject nevertheless to the conditions herein contained.

2. The licensee shall so long as the licence hereby granted shall not be determined in the manner hereinafter provided, pay in advance an annual licence fee of Rs. 2-0-0 plus cess Re.0-4-0 or Rs. 2-4-0 in all clear of all deductions, the first of such payments to be made on the 8th day of March 1940 and subsequent annual payments on the corresponding day of the succeeding years.

3. The licensee shall bear, pay and discharge all existing and future municipal and other taxes, charges, assessments and outgoings payable inrespect of the said land.

4. The licensee shall not use the said land or suffer it to be used except for the purpose of the club which are the following Viz. Club building and play ground.

5. The licensee may erect the club building in accordance with the plan hereto annexed.

6. The land and building shall not be used for political meetings.

7. The licensee shall not except as provided in condition 5 erect any building fences or structures of a permanent or a temporary character on the said land without the previous written sanction of the Board of Revenue, Madras.

8. The licensee shall maintain the said land in a clean and sanitary condition to the satisfaction of the Collector and shall also maintain the structures, if any, erected thereon as aforesaid

in good and substantial repair to the satisfaction of the Collector. No alteration or extension of any such structur shall be made without the previous written sanction of the Board of Revenue, Madras.

9. The licensee may uproot, cut down or destroy such trees plants, groves or bushes as in the opinion of the Collector, it is necessary to uproot, cut down or destroy, to make the said land fit for the purposes of the club and may take them free of charge, and dispose of them in any manner he likes. The licen may level the ground by removing embanked pathways and filling up lowlying places on the said land so as to make the ground fit for the purpose of the club and may mow and cut the grass thereon and dispose of the same in any manner he likes and do any work on the said land which in the opinion of the Collector is necessary for such purpose.

10. The licensee shall remove immediately any unauthorized building fence or structure on receiving notice from the Collector and in default or immediate compliance with any such notice the Collector shall have power to remove the same and the licensee shall upon demand made by or on behalf of the Collector pay the cost of removal and the cost of storing the materials removed and take delivery of the same The licensee shall have no claim to any materials removed under this condition, which shall not have been taken delivery of or the cost of removal and storage of which shall not have been paid by the licensee on demand made as aforesaid.

11. The licensee shall not without the previous written sanction of the Board of Revenue, Madras permit any person to use the said land or any structure thereon or any portion of such land or of such structure except as provided in condition 4.

12. The licensee shall on the termination or revocation of this licence restore the said land to as good a condition as is consistent with the foregoing conditions

13. The licensee shall be answerable to the Government for all or any injury or damage done to the said land except such as

is permitted by the foregoing conditions.

14. The Collector may revoke this licence at any time if the licence fee or any part thereof shall remain unpaid for 15 days after it has become payable (Whether formally demanded or not) or if the licensee shall have broken any of the conditions herein contained and assume control or otherwise dispose of all or any part of the said land and any buildings, fences and structures thereon and the licensee shall not be entitled to any compensation therefor.

15. The licence hereby granted may be revoked by the Collector after giving six months' notice in writing and by the Board of Revenue, Madras, without notice for emergent reasons (the Board of Revenue being the sole judge of the emergency) and shall be terminable by the licensee, by giving to the Collector six months' notice in writing but without prejudice to any right of action or remedy of the Collector in respect of any antecedent breach of any of the foregoing conditions. The licensee shall not in case of such revocation or termination, be entitled to any compensation in respect of any buildings, fences and structures on the said land or of any other improvements effected by him to the said land, but he may before the revocation or termination of the licence takes effect or, if the licence is revoked without notice, within such time as may be allowed by the Collector in that behalf, remove such buildings, fences and structures.

Schedule.

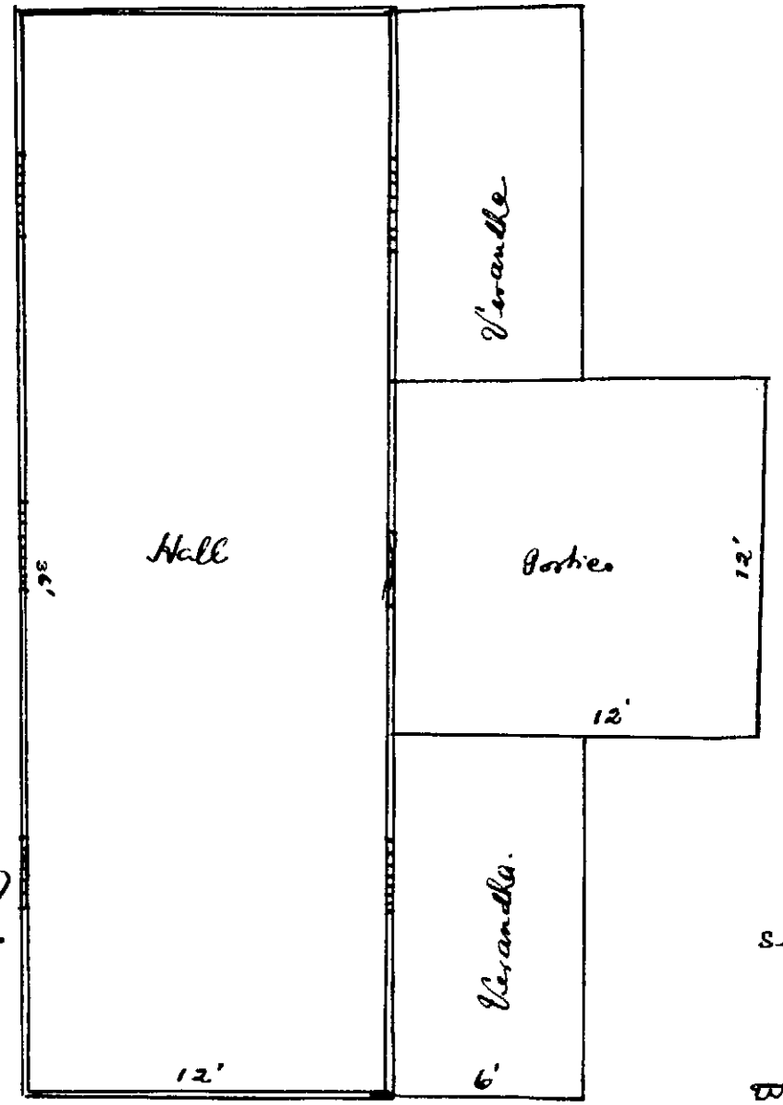
Town or village (1)	Ward Number (2)	Survey Number (3)	Area (4)	Boundaries. (5)
uaabettu village, dipi Taluk, South anara District.	-------	97-2C2	A. C. 1-98	North S.No.97-C3 South " 97-3C2 East " 84-1B West. " 97/2C1

In Witness:-

I agree to the conditions contained in the above licence.

Johns Lenana Vicarage
South Kanara.
(Registered under Good Act XXI of 1860)

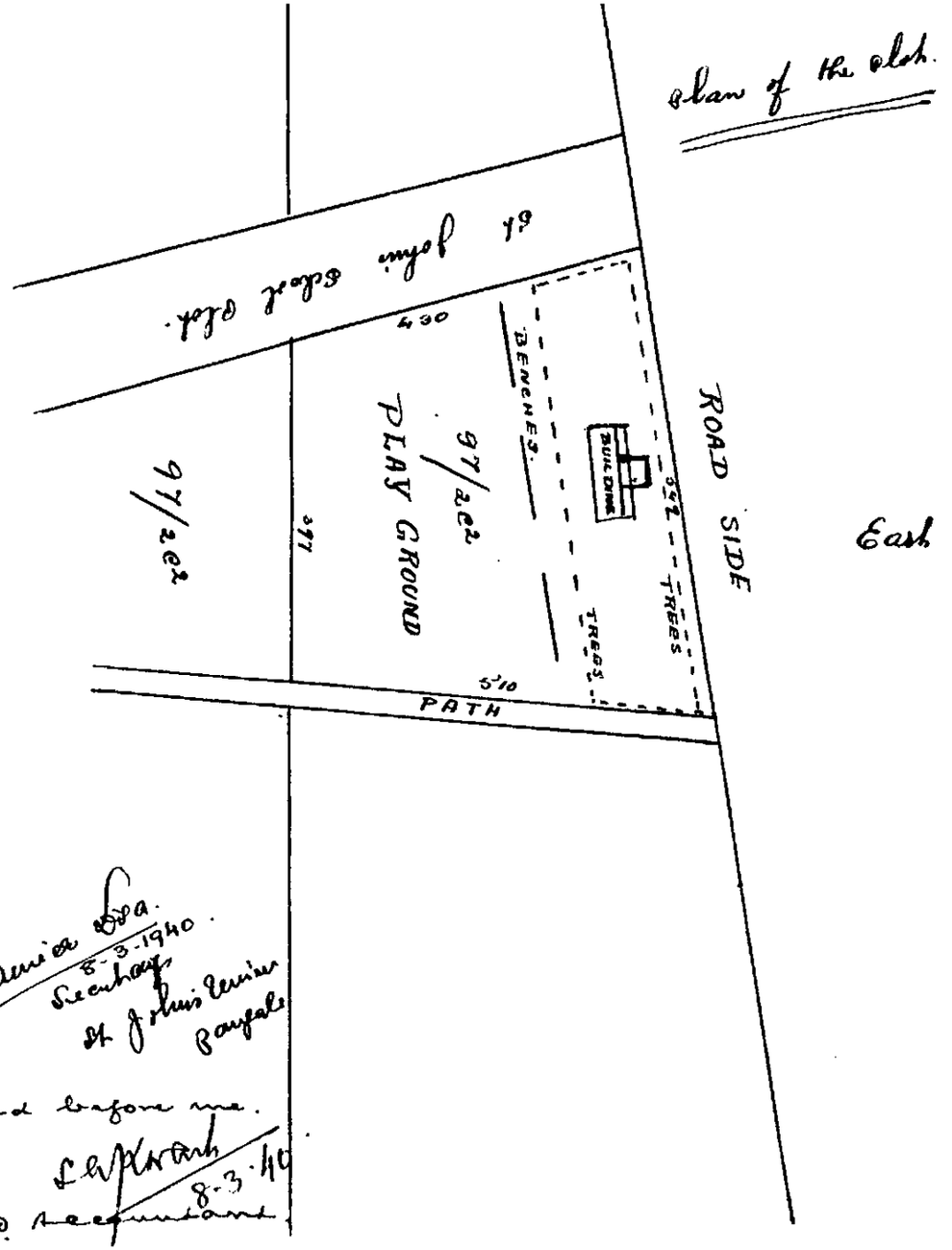
Plan of the Building.



West

Scale 1" = 6ft.

Plan of the Glebe.



Scale 1/8" = 1 chain

North.

Vice of the St Johns Lenana
Vaugala. S. Kanara
ated 21-2-1940.

M Lawrie Esq.
Secretary.

M Lawrie Esq.
8-3-1940
Secretary
St Johns Lenana
Vaugala

Signed before me.
8-3-40
Recruitment

Revenue Inspector
21/2/40

Statement of Mr. Maurice Lisa, Secretary St John's Union Panjala presented before the Revenue Inspector Kaup on 21-2-1940.

Perused Taluk order N. Ref 1195/40 dated 10 2/40 I have this day presented to the Revenue Inspector 2 Copies of the plans of the proposed Buildings to be Constructed in S. No 97/2C2 of Mudelakatte Village. I have perused also Ref N. B 4667/39-40 dated 24-1-40 of the Board of Revenue and the Collector's Endorsement Ref B3-455-38 dated 2-2-40. I am willing on behalf of the Union ~~to titling~~ to have the plot on payment of an annual license fee of Rupee One per Acre plus Cess as Subject to the Conditions specified in appendix XXX-A to the Board's Standing order 24-A

Maurice Lisa
Secretary
21-2-1940.

74

CAH.
FWS.
TA.

C.F. 16.

DRAFT FOR APPROVAL.

	Date.	Initials.
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When examined..	6/5	
When signed ..		
When despatched.		

SUBJECT:— Licence land - (S. Kanara) - Udipi Tk - Mudabettu Vge - S. No. 97/2c2 - St Johns Hs Pungala - Club building - Sanctioned.

READ AGAIN _____, dated _____ 19__

" " _____ " _____ 19__

READ *ALSO*:—

No. 1428 From the Coll of S. Kanara Dt No. B3-453/38 dated 19-3-1940 &

" _____ " _____ " _____ " _____ 19__

" _____ " _____ " _____ " _____ 19__

~~Order~~ Resolution ~~Ms. Rent.~~ No. 1138, dated 11/6/40 19__

Under B.S.O. No. 24-A, the Bd sanctions the issue of a licence to the St Johns Hs Pungala, to use an extent of 1.98 acres of land in S. No. 97/2c2 of Mudabettu Vge, Udipi Tk for the purpose of a club building, playground and a garden. The licence will be in the form annexed to these proceedings and will be subject to the conditions stip therein.

Lre
My
30/4

To The Coll of S. Kanara with a draft licence

Kp 67-62 cf the copies of sent.

LW
29/4
[illegible]
19/4

8/9/4

Rel.B5-940-50. South Kanara Collector's Office,
Mangalore, dated 24-1-1946.

From

Sri Rao Bahadur P.Ramadoss, B.A.,
Collector of South Kanara.

To

The Secretary, Board of Revenue,
Land Revenue & Irrigation, Madras.

Sir,

LICENCE - Land - Udipi taluk - Mudabettu village - S.No. 97/2C2 - St. John's Union, Pangala Club building - Extension - Permission - Sanction requested. Granted

In B.P.Misc.No.1138 of 40 dated 1-5-1940, sanction was accorded by the Board of Revenue for the issue of a licence to the St. John's Union, Pangala, to use S.No.97/2C2 measuring 1.98 acres in Mudabettu village of Udipi taluk for the purposes of a club building, playground and a garden. The licence was granted subject to the conditions specified in the form annexed to the B.P.

2. Under condition 8 of the licence, the licensee is prohibited from making any alterations to or extensions of the club building except with the previous written sanction of the Board. Now, the managing Committee of the club wishes to extend the club building by putting up a verandah 7 feet wide on the northern, western and southern sides of the building with a view to ward off the sun and rain and to provide additional room for the use of the club. The cost of the proposed extension is estimated at Rs.500/- and the President of the Union is said to have consented to meet this cost. The Union in its resolution No.8 dated 14-1-1946 has accepted the President's offer. As the

proposed extension of the building is in the interest of the club and its members, there is no objection to permit the President of the Union to put up the verandah. Sanction may be accorded to put up the extension.

3. A plan of the proposed extension, a plan showing the existing club building together with the licence issued to the club authorities and an eye-sketch of the plot on which the club is situated are enclosed for the Board's reference. The licence together with the plan showing the existing club building may be returned to this office when they are no longer required.

Subj: as at p1cf.

Read 3 HIH/46 b'cf

14/12 f

abvo B2 414/46 f 12.2.46.

of the B.O permits the construction of a verandah to the existing school building of St Johns Vn Pangala, as recommended by the Colr. in his letter read above

12.2.46

W 13.2.46

Colr of S. Kanara.

Ch Secy + plan rets

pp3-6 cf

Rdy Sdr

Asst Secretary

ASLR)

Note file

Alienation - Land and Revenue -

(S. Kanara) Mudabettu village - S.No 97/2c2

St. John's Union Pangala - Club building

playground and garden -

E.7004. Coll^r. of S. Kanara C.455.38B3A) III 11/38

The proposal is not complete.

Draft submitted.

21.11.38

23 XI 38

pp 17-18 ep

Ddi Ref E. 7004. 38.1 d 25.11.38

p 19 ep

E.427.39 [Coll^r. of S. Kanara - Ref C.455.39.33 & 14.1.39

Sketch at page

Ag (L2)

p 1 ep

The Coll^r. of S. Kanara proposes the alienation of land in respect of 1.98 acres of assessed waste in S.No. 97/2c2 of Mudabettu village, Udipi taluk, in favour of the St. John's Union, Pangala, a registered body for the purpose of a club building, garden and playground

p. 13 ep.

	ac. c
Club Building	0.10
Garden	0.50
Playground	1.38
	1.98

p 14 p 1 ep.

The Coll^r. has inspected the site.

The Union is a registered body and is

p 14 ep

reported to be extremely enthusiastic and anxious to do village uplift work in Mudabettu village and

in the vicinity. The Union charges fees for its membership at Re 1/- per year and has agreed to pay the assessment. The Union has the necessary funds to raise the club building and carrying on to work, but it is reported that the members are poor and unable to pay for the market value of the land. There are no trees on the land

The market value of the land is Rs. 297/—

~~The Govt Board is competent to sanction the alienation in this case as this~~ The alienation is for a public purpose. But the extent applied for exceeds 1 acre and also as the Govt removed the restriction of 1 acre limit only so far as the local bodies are concerned the proposal has to be submitted to the Govt. one Board (Single Member) may recommend the proposal free of land value but subject to the payment of land revenue

27-1-39

31-1-39

SECY.
31 JAN 1939

p41ef E.1157.39 [Govt. Rev. Memo. 771 F 39-1 d 21.2.39]

May be referred to the Coll. Draft

submitted

Why Coll. back ?

E.1716.39 [Coll. of S. Kanara - Reject. 450.38.B3 dated 18.3.39] - p 45ef

The letter cited above is in reply to the Board's Rejc E.7004-39 dated 10.3.39 at p 43 c.f. The Coll. considers that the G.O. 2051 Rev dated 18.9.36 applies only in the case of ordinary social clubs which usually provide its few members with reading matter and recreative games. But in the present case the alienation is in favour of a club, whose main object is the economic and social uplift of the masses and it should therefore be taken to serve a public purpose. The Govt. may be informed accordingly.

Draft submitted subject to [illegible]

I think

Hill was also obtained from A.S. - all the B/P reserved

p45cf E1716/39 - Letter from the Collr. of S.Kanara Rev no 455/38 B, dt 18 3 39 -

To A.S.L.R.

(Previous notes need not be read.)

Sketch at p. 29 C.F.

The Collector of South Kanara proposed the alienation of 1.98 acres of assessed waste land in S. No. 97/2Sec2 of Mudabettu village, Udipi taluk, in favour of the St- John's Union, Pangala, for the purpose of club building, and playground and garden. The members of the Union are reported to be very enthusiastic in doing village uplift work. As the Govt. have ~~restric~~ direct-ed that proposals for the alienation of land in favour of private bodies, the extent of which exceeds one acre, should be submitted to them for orders, the Board recommended the proposal to the Govt. for sanction. The Govt. now enquire why the land in question should not be licensed or leased as the case may be, to the Union with reference to G.O. No. 2051 Rev. dd 18-9-36.

The Collr. who was consulted in the matter considers that the G.O. referred to above refers only to ordinary social clubs which usually provided its few members with reading matter and recreative games, and that alienation seems to be better in the case under consideration, as the club aims at the ~~soci~~ social and economic uplift of the villagers, ~~which~~ and it may therefore be taken to serve a public purpose, which is the basic element in alienation.

It is doubtful whether the Collector's argument is wholly correct. It is true, that according to the Memorandum of Association of the Club, one of its objects is to work for the uplift of the neighbouring villages, but this does not take away the character of the Association as a club. Only the ~~For~~ forming members of the Association and its activities are mainly directed to cater to their intellectual,

physical etc, needs. It may be that soon the enthusiasm of the members may have cooled down, as in the case most of such clubs, and the social work referred to above. not attended to at all. At any rate, it is not stated that the land proposed to be alienated is required for any of, means by which the social work is to be carried on. The land is required for th club building, playground, and garden In the circumstances, it seems safer to treat the Associati as an ordinary social club, in which case alienation is not the most suitable method to grant the land pl. see para 2 of G.O. 132 Press dated 30-9-36.

If the above view is accepted, the question arises whether the land should be leased or licensed to the Association. As the Association proposes to a building on the land, the land may be leased to it It has already agreed to pay the assessment on the land. This may be charged as the lease rent. Pl. see para 3 of the G.O. referred to a For orders whether the Govt. may be informed in these li

ABS

Draft submitted

27.5.38

Ll 28/5/38

ABS

Draft [E.3135.39 [corr. of S. Kanara - c. 455.38] d 30.5.38]

re orders of the Govt are awaited.

Draft submitted in N Dis. [illegible]

2 28/5/38

Ll 28/6

U.D.33 AM

[illegible] 87 5/6

3618 [Govt Rev Memo. 7715.38.3 d 19.6.38]

May be communicated to the Corr. He may be asked to submit a draft leave deed.

Draft submitted

28/6/38

Ll 5/7/38

466/1/39

ASA

REVENUE

SEP 1939

5612.39 [corr. of S. Kanara. 455.38. B3 d 13.9.38

The letter cited above is in reply to the Bds reference at p. 51 ante.

The file may be transferred to B3 section where leases and licences are dealt with

B3

A 93 21/9

The coll's letter at p 53 C/F is in reply to the Bd's reference at p 51 C/F.

The proposals in the file relate to the issue of a lease to the St Johns Union Pampala to use an extent of 1.98 acres of land in S.No. 97/2 e 2 of Mudalettuvpe, Nellipalai for the purpose of a club building playground and a garden. In the memo at p 49 C/F the Govt have called for a draft lease deed on the usual terms and conditions after obtaining the consent of the union to the conditions.

The coll. has submitted a draft lease deed. He proposed an annual rent of Rs 6/- per acre. The union has agreed to abide by the conditions mentioned in the draft provided the lease rent is reduced to the taram assessment leviable on the land which is Re 1/- per acre. The coll says that the rent of Rs 6/- per acre fixed by him is fair and reasonable and that there are no grounds to reduce it to the taram assessment. As the Union is not willing to take the land at this rate he recommends that the proposal to lease out the land may be dropped. For orders whether the Govt

be informed accordingly

A The Collr has first suggested alternative proposals & has proposed a rate of Re 1/ p.a. There is no justification to raise this to Rs 6 for this urban land (1.1.98) amn. The club is a poor one. A rate of Re 1/ p.a. or Rs 2 for this urban area may be recommended to Govt.

3 x 39

N. The Collr. proposes the following B.R 1 & Memo d. 30/9/36. Please explain how he is wrong in this.

N. If A.I.'s recommendation is accepted the draft lease deed must be scrutinized. Please advise.

4/10

SECY.
1 - OCT 1936

To As(G1) Ref:- Minister's remarks above. N

In para 3 of their order No. 2051 Rev d/ 12.9.36, the Govt accepted the BOI's suggestion that a fair charge by way of rent should be levied on clubs which can afford to incur substantial capital outlay on buildings. It is reported that the Union has the reqd money for constructing a building. Presumably on this opinion the Collr fixed a rent of Rs 6/- which he considers to be reasonable. The Collr is

not wrong. ~~But~~ The lease is to a social club whose income is very poor. ~~and the land is not to be~~ no income is likely to be derived from the use of the land. Hence it ~~was proposed for a profitable purpose. Hence it was considered~~ thought that it was not right to levy a large amount as lease rent. The adanga assessment originally proposed in the above proposals was ~~considered~~ unreasonable in the circumstances of the case. ~~If the Member considers that Rs 6/- should be charged the proposals may be dropped.~~ N at p 9 NF

The lease deed has been examined. This is not in the ~~proper form~~. A copy of the draft lease deed relating to the lease of land to the Ladies' Recreation Club, Tanjore, approved by the Govt., may be forwarded. The Collr of Member accepts that the lease rent may be levied at the adangal rate of assessment of Re 1/- per acre. The Collr may be asked to ascertain and report whether authorities of the Union are willing to have the land on the terms mentioned in the lease deed and subject to the payment of taram assessment ~~on the land~~ as the lease may be ~~for~~ ordered.

N 1/9 A. According to the G.O. No. 1120 ~~land~~ should be leased out on suitable terms in all cases in which

buildings is extended & a fair charge by way of rent should be levied on clubs which can afford to meet such capital expenditure. Otherwise it should be granted under a licence.

In the present case the club probably extends to spend only a small amount on buildings & other amenities ... If so, a licence would be suitable. But the Govt have already agreed to a five year lease. The cases open are

To drop proceedings as the club leads viability to pay a proper rent

To report to the Govt as above or here to decide whether former consent may be accepted as rent for accordance from the Collector under the powers conferred to the Govt

iii To ascertain if the club be content with a licence at a rupee per acre & then grant licence under B.D. Act 24 of 1939 Rep No. 97 after reporting the facts to Govt

Asher's remarks at pg NA 1 & the notes from pp 8-11 I read)

SECY.
13 OCT 1939

181
11.X.39

M 1
12/10

To AE(II)

Draft submitted at pp 59-60 CF

LN 14/10 — 14/10

B-5687 From the Coll'r of S.Kanara d/ 16.11.37.

The coll'r's letter is in reply to the Bd's refce at pp ~~59~~ 59-60 CF

With refce to the remarks at ~~H~~ F on p 11 N.F. a draft refce to the Govt is subtd...

LN 29/11 — 2.12

B. 168 From the Govt. R.O. Memo No 672-F/35:

The Govt memo is in reply to the Bd's refce at pp. 63-64 CF. This may be communicated to the Coll'r and he may be asked to submit proposals for the grant of the land on lease. Draft Subtd

LN 18.1.40 — 19/1

B. 1428 From the Coll'r of S.Kanara d/ 19.3.40

The proposals in the file relate to the issue of a licence under B.S.O. 24-A to the St John's Union, Pangala, to use an extent of 1.98 acres of land in S.No. 97/2 C2 of Kudabettu Kge Udipi Tk for the purpose of a club building, playground and a garden. Their memo at p 61 C.F. the Govt have approved the Bd's proposal to grant the l

on a licence to the Union subject to the payment of an annual licence fee of Re 1/- per acre and subject to the conditions specified in Appendix XXV-A to B.S.O 24-II.

The Coll'r has submitted a draft licence. The Secretary of the Union has agreed to abide by the conditions of the licence.

The market value of the land is reported to be Rs 297/- at Rs 150/- per acre. This amount is within the powers of sanction of the Collective Board. The Bd may sanction the issue of a licence. ~~[illegible]~~.

Notes from the bottom of p.12 may be read

KW 11/4. 181
PN 14/4 16·4

M 2

M 3

M 1

M. You do not say whether the draft licence has been compared with that in the BSO and the terms approved by Govt, and whether it is found correct. I suppose the truth is that there was no need for the Coll'r to send a draft licence

N. Agree.

Subd that the draft licence have been compared with appx XXV-A at p. 263 of B.S.O vol I and is found to be in order.

14

M b 13 N B

The Govt sanctioned the issue of a licence subject to the payment of an annual licence fee of Rs 1/- per annum and subject to the conditions specified in App III A to B.S.O No. 24-A. The licence at pp 67-69 ante has been compared and is in order. The file may be sent to M3 and "

By 20/4/40 The B.A observes a draft licence form to which the observations of the same licences extra conditions are appended.

B 414/4

license. land (S.K). within th
urban better village. S No 97/2
St. Johns Church, Pongala.
sub-building- Extension
permission. Adhikari Nagues
from the Secretary Bs 948/68.

to Bdi ..Sanctioned the issue
of a license to the St. Johns
Church Pongala to use any
extent of 1.98 acres of land
in S.No. 97/2 in Pongala
village for the purpose of
a church building, playground
and ~~for~~ ~~purposes~~ ~~subject to~~
~~the conditions~~ subject to the conditions
the objects of the
village No. to 23 of C. & Conditio
of the license

the building may be granted.
The Bd may grant the permission
as to plinth as it is
necessary under Condition 8
of the License.

A
6.2.46
M
8.2.46

A is for approval, copy of Appn
approved
CLR 11/2.

TO A.S.(LR)

Draft submd. for
(After sign this will be
attached with BP for issue

D
12.2.46

(R)

Dated

Three Members

~~Full Board~~.

I.A.	A.D.S. and L.R.	Assistant Secretary			Jt.Secy.	Secy.	M-4.	M-3	M-2	M-1
		Land Rev.	Settle-ment.	Sep Rev.						

1. Open file seen by

2. Final draft seen by

3. Now circulated to

4. Initials.

Passed for record.

~~Secretary.~~
Joint Secretary.

~~A.S. (C.W.)~~

A.S. (L.R.)

~~A.S. (Sett.)~~

A.S. (Excise).

A.D.S. & L.R.

I.A.

Note:- Entries not required to be scored out.